

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DERRICK PETROLEUM SERVICES, §
PLAINTIFF, §
V. §
§
PLS, INC. §
DEFENDANT. §

**CIVIL ACTION NO. 4:14-CV-01520
JURY DEMANDED**

SUMMARY OF TESTIMONY OF MANGESH HIRVE

Mr. Hirve is an employee of Derrick who went to work there long after the MOU was negotiated. Mr. Hirve outlines how the database is a product that gets input from the marketing of the product. Customers give very important feedback and that is very valuable to the creation of the product. Mr. Hirve came to Houston to help work on the database.

Mr. Hirve outlined that selling more of the product was good for both parties. His whole purpose for coming to Houston was to hope that at the end of the three week visit that there would be improvements to the database that would make the database better. Mr. Hirve even prepared a spreadsheet outlining various improvements that were made to the database.

Mr. Hirve also outlined the fact that thoughts of how to improve the database came from Ronyld Wise. Not all of Mr. Wise's suggestions were accepted, but some of them were helpful and constituted improvements to the database. Mr. Hirve outlined that for every change that got implemented Mr. Deodhar would have been consulted prior to the change. Mr. Hirve also appreciated that Derrick Petroleum and PLS represented to the public that they were partners providing US, Canadian and international clients with industry leading and global and US M&A database and related services. That information was contained in a press release that Derrick

knowingly allowed to be decimated and to his knowledge nothing was factually wrong in the press release.

Mr. Hirve accepts the definition that developed means to develop the database and market the database. Both of those concepts were part of the development of the database. Mr. Hirve even agreed that the marketing efforts were successful and that the database sales exceeded two million dollars. Mr. Hirve agreed that no party ever said they exited the Joint Venture.

Lastly, Mr. Hirve acknowledged that a reseller doesn't sound good and that a reseller is not a partner, because he views a reseller differently than a partner.

Respectfully submitted,

HIRSCH & WESTHEIMER, P.C.

By: /s/Eric Lipper

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**ATTORNEYS FOR DEFENDANT,
PLS, INC.**

CERTIFICATE OF SERVICE

I do hereby certify that on this November 7, 2014, I electronically filed the foregoing with the Clerk of Court using the ECF system which sent notification of such filing to the following:

Brendan D. Cook
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Via Facsimile No. 713-427-5099

By: _____ /s/Eric Lipper
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